

03-09-2005

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (ex p. 6/30/2005)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

102955981

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies)/Execution Date(s):

American Commercial Lines Inc. and its domestic subsidiaries

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State Delaware  
☐ Other: \_\_\_\_\_

Citizenship (see guidelines) DelawareExecution Date(s) 2/11/2005Additional names of conveying parties attached? ☒ Yes ☐ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

## 2. Name and address of receiving party(ies)

☐ Yes

Additional names, addresses, or citizenship attached?

☒ NoName: Bank of America, N.A., as AgentInternal  
Address: \_\_\_\_\_Street Address: 335 Madison AvenueCity: New YorkState: New YorkCountry: USAZip: 10017

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other ☐ Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☐ No  
 (Designations must be a separate document from assignment)

## 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

## 5. Name address of party to whom correspondence concerning document should be mailed:

Name: Otterbourg, Steindler, Houston & Rosen, P.C.Internal Address: Sarah E. LubinStreet Address: 230 Park AvenueCity: New YorkState: New YorkZip: 10169Phone Number: 212-661-9100Fax Number: 212-682-6104Email Address: slubin@oshrc.com

## 6. Total number of applications and registrations involved:

11

## 7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$290.00

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed

## 8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name: \_\_\_\_\_

9. Signature: Sarah E. Lubin

Signature

Date

2/22/05

03/09/2005 DBYRNE 00000002 1607666

Sarah E. Lubin

01 FC:8521  
02 FC:8522

40.00 DP  
250.00 DP  
 Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Total number of pages including cover sheet, attachments, and document. 23

700202119

TRADEMARK  
REEL: 003173 FRAME: 0666

SCHEDULE I

PARTIES

American Commercial Lines LLC	Delaware
American Commercial Lines Inc.	Delaware
American Barge Line Company	Delaware
Commercial Barge Line Company	Delaware
American Commercial Barge Line LLC	Delaware
American Commercial Lines International LLC	Delaware
American Commercial Logistics LLC	Delaware
Jeffboat LLC	Delaware
Louisiana Dock Company LLC	Delaware
Houston Fleet LLC	Delaware
American Commercial Terminals LLC	Delaware
ACBL Liquid Sales LLC	Delaware
Orinoco TASV LLC	Delaware
Orinoco TASA LLC	Delaware
American Commercial Terminals-Memphis LLC	Delaware
Lemont Harbor & Fleeting Services LLC	Delaware
ACL Finance Corp.	Delaware

*Schedule I to Pledge Agreement*

PART A  
TRADEMARKS

(i) Trademarks

1. U.S. Patent and Trademark Office Reg. No. 1,607,666, Trade Mark Registration for "flag" design, lined for colors red and blue, but color is not claimed as a feature of the mark; first use 3-1-1966. Registered under American Commercial Lines LLC.
2. U.S. Patent and Trademark Office Serial No. 75/580,586, Registration No. 2,316,045 Miscellaneous Design (towboat); first use 8-15-1998. Registered under American Commercial Barge Line LLC.

(ii) Servicemarks

1. U.S. Patent and Trademark Office Reg. No. 1,553,260, Service Mark Registration for "Louisiana Dock;" first use 12-12-1962. Registered under Louisiana Dock Company LLC.
2. U.S. Patent and Trademark Office Reg. No. 2,332,621, Service Mark Registration for Louisiana Dock and Design. Registered under Louisiana Dock Company LLC.
3. U.S. Patent and Trademark Office Reg. No. 1,643,903, Service Mark Registration for ACT word mark and Design ("ACT" in red, white and blue flag, but color is not claimed as a feature of the mark); first use 3-1-1966. Registered under American Commercial Terminals LLC.
4. U.S. Patent and Trademark Office Reg. No. 1,741,761, Service Mark Registration for "ACBL;" first use 3-15-1966. Registered under American Commercial Barge Line LLC.
5. U.S. Patent and Trademark Office Reg. No. 856,237, Service Mark Registration for "ACBL" flag design; first use Mar. 1, 1966. Registered under American Commercial Barge Line LLC.
6. U.S. Patent and Trademark Office Reg. No. 1,804,804, Service Mark Registration for "ACI;" first use 3-1-1966. Registered under American Commercial Lines LLC.
7. U.S. Patent and Trademark Office Reg. No. 2,349,631, Service Mark Registration for "A RIVER OF INFORMATION AT YOUR FINGERTIPS;" first use 8-15-1998. Registered under American Commercial Barge Line LLC.

8. U.S. Patent and Trademark Office Reg. No. 2,329,522, Service Mark Registration for "RIVER-TRAC," tracking location of barges and status of shipment; first use 4-11-1988.  
Registered under American Commercial Barge Line LLC.
9. U.S. Patent and Trademark Office Reg. No. 847,768, Service Mark Registration for "JEFFBOAT" and design, shipbuilding and repair of marine vessels; first use 1966.  
Registered under Jeffboat LLC.

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of February 11, 2005 (as this agreement may be further amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this "Trademark Security Agreement"), among AMERICAN COMMERCIAL LINES INC. ("Holdings"), and the domestic subsidiaries of Holdings listed on Schedule I hereto (individually, a "Grantor", and collectively, the "Grantors"), and BANK OF AMERICA, N.A., as administrative agent and collateral agent (the "Agent") on behalf of the Lenders (as defined below). All capitalized term used herein shall have the respective meanings ascribed to such terms in the Amended and Restated Loan Agreement (as defined below) unless otherwise indicated herein.

### RECITALS

WHEREAS, Grantors, Agent, UBS Securities LLC, as syndication agent, and the lending institutions from time to time parties to the agreement described herein (the "Lenders") are parties to that certain Amended and Restated Loan Agreement dated as of the date hereof (as amended, the "Amended and Restated Loan Agreement") and the Security Agreement (as defined below) pursuant to which, among other things, Agent and Lenders loan and make certain financial accommodations to or for the benefit of Grantors;

WHEREAS, it is a condition precedent to effectiveness of the Amended and Restated Loan Agreement that, among other things: (a) the Borrowers and each of the Guarantors enter into an Amended and Restated Security Agreement dated as of the date hereof by each of the Grantors in favor of the Agent for the benefit of the Lenders (the "Security Agreement"); and (iii) each of the Grantors execute this Trademark Security Agreement in order to grant a security interest in favor of the Agent on behalf of the Lenders to secure the Obligations as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Obligations for the benefit of the Agent on behalf of the Lenders and for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor does hereby grant, pledge, hypothecate and transfer to the Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks (as defined in the Security Agreement), including, without limitation, each Trademark referred to in Schedule II hereto (as such Schedule may be amended from time to time by the addition of Trademarks subsequently created or acquired by execution of a Supplement in substantially the form of Exhibit A attached hereto) (provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under

applicable federal law), and all the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(ii) all Trademark Licenses (as defined in the Security Agreement), including, without limitation, each Trademark License referred to in Schedule II hereto (as such Schedule may be amended from time to time by the addition of Trademark Licenses subsequently created or acquired by execution of a Supplement in substantially the form of Exhibit A attached hereto) and all the goodwill of the business connected with the use of, and symbolized by, the Trademark Licenses; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark referred to in Schedule II hereto, and of any Trademark licensed under any Trademark License, or for injury to goodwill associated with any Trademark or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interest granted to the Agent, for the ratable benefit of the Lenders, in the assets of the Grantors as set forth in the Security Agreement. The Grantors do hereby acknowledge and affirm that the rights and remedies of the Agent, with respect to the security interest in the Trademarks and the Trademark Licenses made and granted hereby, are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Each Grantor acknowledges that, pursuant to Section 5.10 of the Amended and Restated Loan Agreement, the Borrowers are required to cause each Person which becomes a domestic subsidiary of ACL to become a party hereto as an additional Grantor (each such Person, an "Additional Grantor") by executing an Instrument of Assumption and Joinder (a "Joinder") substantially in the form attached hereto as Exhibit B. Upon delivery of any such Joinder to the Agent, notice of which is hereby waived by the Grantors, each such Additional Grantor shall be deemed a Grantor hereunder and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be discharged, diminished or otherwise affected (a) by the addition or release of any other Grantor hereunder, (b) any failure by the Borrowers or any Grantor to cause any domestic subsidiary of ACL to become an Additional Grantor or a Grantor hereunder or (c) by reason of the Agent's or any of the Lenders' actions in effecting, or failure to effect, any such Joinder, or in releasing any Grantor hereunder, in each case without the necessity of giving notice to or obtaining the consent of any other Grantor. This Trademark Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES.**

This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument. Any signature delivered by a party by facsimile or electronic transmission shall be deemed to be an original signature thereto.

This Trademark Security Agreement is effective notwithstanding any defect in the validity or enforceability of any instrument or document contained in any of the other Security Documents.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, each of the Grantors has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date and year first above written.

AMERICAN COMMERCIAL BARGE LINE LLC  
AMERICAN COMMERCIAL LINES LLC  
AMERICAN COMMERCIAL TERMINALS LLC  
HOUSTON FLEET LLC  
LOUISIANA DOCK COMPANY LLC  
JEFFBOAT LLC  
ACBL LIQUID SALES LLC  
ACL FINANCE CORP.  
AMERICAN BARGE LINE COMPANY  
AMERICAN COMMERCIAL LINES INC.  
AMERICAN COMMERCIAL LINES INTERNATIONAL LLC  
AMERICAN COMMERCIAL LOGISTICS LLC  
AMERICAN COMMERCIAL TERMINALS-MEMPHIS LLC  
COMMERCIAL BARGE LINE COMPANY  
LEMONT HARBOR & FLEETING SERVICES LLC  
ORINOCO TASA LLC  
ORINOCO TASV LLC

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Philip J. Gund

Interim Chief Financial Officer

Accepted and Agreed to:

BANK OF AMERICA, N.A., as Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Anthony P. Vassallo

SV

Signature Page to Trademark Security Agreement

SCHEDULE II  
TRADEMARKS,  
TRADEMARK APPLICATIONS  
AND TRADEMARK LICENSES

PART A  
TRADEMARKS

(i) Trademarks

1. U.S. Patent and Trademark Office Reg. No. 1,607,666, Trade Mark Registration for "flag" design, lined for colors red and blue, but color is not claimed as a feature of the mark; first use 3-1-1966. Registered under American Commercial Lines LLC.
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2. U.S. Patent and Trademark Office Reg. No. 2,332,621, Service Mark Registration for Louisiana Dock and Design. Registered under Louisiana Dock Company LLC.
3. U.S. Patent and Trademark Office Reg. No. 1,643,903, Service Mark Registration for ACT word mark and Design ("ACT" in red, white and blue flag, but color is not claimed as a feature of the mark); first use 3-1-1966. Registered under American Commercial Terminals LLC.
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7. U.S. Patent and Trademark Office Reg. No. 2,349,631, Service Mark Registration for "A RIVER OF INFORMATION AT YOUR FINGERTIPS;" first use 8-15-1998. Registered under American Commercial Barge Line LLC.

8. U.S. Patent and Trademark Office Reg. No. 2,329,522, Service Mark Registration for "RIVER-TRAC," tracking location of barges and status of shipment; first use 4-11-1988. Registered under American Commercial Barge Line LLC.
9. U.S. Patent and Trademark Office Reg. No. 847,768, Service Mark Registration for "JEFFBOAT" and design, shipbuilding and repair of marine vessels; first use 1966. Registered under Jeffboat LLC.

PART B  
TRADEMARK APPLICATIONS

NONE

PART C  
TRADEMARK LICENSES

NONE

EXHIBIT A

## FORM OF SUPPLEMENT

SUPPLEMENT NO.     TO THE  
TRADEMARK SECURITY  
AGREEMENT DATED AS OF           

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of February 11, 2005 (as the same has been, or may hereafter be, amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"; capitalized terms used herein without definition have the meanings given to them in the Trademark Security Agreement), made by the Grantors (as defined in the Trademark Security Agreement), in favor of Bank of America, N.A., as administrative agent and collateral agent (the "Agent") on behalf of the Lenders, the Grantors have granted, pledged, hypothecated and transferred to the Agent, for the ratable benefit of the Lenders, a security interest in all of the Grantors' right, title and interest in, to and under the Trademarks and Trademark Licenses, all as more fully set forth in the Trademark Security Agreement;

WHEREAS, the Grantors have acquired or created additional Trademarks [**and/or Trademark Licenses**] since the date of execution of the Trademark Security Agreement and the most recent Supplement thereto and hold certain additional Trademarks [**and/or Trademark Licenses**]; and

WHEREAS, Schedule II to the Trademark Security Agreement does not reflect Trademarks [**and/or Trademark Licenses**] acquired or created by the Grantors since the date of execution of the Trademark Security Agreement and the most recent Supplement thereto.

## THEREFORE,

A. To secure the prompt and complete payment and performance when due of the Obligations of the Borrowers under the Amended and Restated Loan Agreement and each of the other Loan Documents and to secure the performance and observance by each of the Grantors of all the agreements, covenants and provisions contained in the Amended and Restated Loan Agreement and in the Loan Documents for the benefit of the Agent on behalf of the Lenders, the Grantors do hereby grant to the Agent, for the ratable benefit of the Lenders, a security interest in and to all of the Grantors' right, title and interest in and to each and every Trademark [**and/or Trademark License**] being added to Schedule II (provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) to the Trademark Security Agreement pursuant to paragraph B below.

B. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule II thereof so as to reflect all of the Trademarks [**and/or Trademark Licenses**] in and to which the Grantors have granted a security interest to the Agent,

for the ratable benefit of the Lenders, pursuant to the terms of the Trademark Security Agreement and the Amended and Restated Loan Agreement.

The following Trademarks [and/or Trademark Licenses] are hereby added to Schedule II to the Trademark Security Agreement:

Part A

TRADEMARKS

[Entity]

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
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Part B

TRADEMARK APPLICATIONS

[Entity]

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
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Part C

TRADEMARK LICENSES

[Entity]

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement", "this Agreement", "this Trademark Security Agreement", "herein", "hereafter", "hereto", "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

This Supplement shall be construed as supplemental to the Trademark Security Agreement and shall form a part thereof, and the Trademark Security Agreement and all documents contemplated thereby and any previously executed Supplements thereto, are each hereby incorporated by reference herein and confirmed and ratified by the Grantors.

The execution and filing of this Supplement, and the addition of the Trademarks **[and/or Trademark Licenses]** set forth herein are not intended by the parties to derogate from, or extinguish, any of the Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Grantors and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Grantors and heretofore filed in any state or county in the United States of America or elsewhere.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned Grantor(s) have caused this Supplement No. \_\_\_\_ to the Trademark Security Agreement to be duly executed as of the date and year first written above.

**[INSERT NAME OF EACH GRANTOR]**  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed to:

Bank of America, N.A.  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to Supplement No. \_\_\_\_  
to Trademark Security Agreement*

EXHIBIT BFORM OF INSTRUMENT OF JOINDER

JOINDER AGREEMENT dated as of \_\_\_\_\_ (the "Joinder Agreement") made by [Insert Name of New Grantor] a [Insert State of Organization] [corporation, limited partnership or limited liability company] (the "Company") in favor of the Lenders (as defined in that certain Trademark Security Agreement dated as of February 11, 2005 (as such agreement may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Trademark Security Agreement") among the Grantors referred to therein (the "Grantors"), and Bank of America, N.A. as Agent (as defined in the Trademark Security Agreement). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Trademark Security Agreement.

W I T N E S S E T H

The Company is a [Insert State of Organization] [corporation, limited partnership or limited liability company], and is a subsidiary of [Insert name of Loan Party]. Pursuant to the Trademark Security Agreement, the Company is required to execute this document as a newly [formed] [acquired] subsidiary of [Insert name of Loan Party].

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Company hereby agrees as follows:

SECTION 1. Assignment and Joinder.

(a) The Company hereby expressly confirms that it has assumed, and hereby agrees to perform and observe, each and every one of the covenants, rights, promises, agreements, terms, conditions, obligations, appointments, duties and liabilities of a Grantor under the Trademark Security Agreement and all the other Loan Documents applicable to it as a Grantor. By virtue of the foregoing, the Company hereby accepts and assumes any liability of a Grantor related to each representation or warranty, covenant or obligation made by a Grantor in the Trademark Security Agreement or any other Loan Document and hereby expressly affirms, as of the date hereof, each of such representations, warranties, covenants and obligation.

(b) All references to the term "Grantor" in the Trademark Security Agreement or any other Loan Document, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, the Company.

SECTION 2. Representations and Warranties. The Company hereby represents and warrants to the Agent that the Company has the requisite [corporate,

**partnership or company]** power and authority to enter into this Joinder Agreement and to perform its obligations hereunder and under the Trademark Security Agreement and the other Loan Documents to which it is a party. The execution, delivery and performance of this Joinder Agreement by the Company and the performance of its obligations hereunder, under the Trademark Security Agreement and the other Loan Documents have been duly authorized by the **[Board of Directors of the Company]** and no other **[corporate, partnership or company]** proceedings on the part of the Company are necessary to authorize the execution, delivery or performance of this Joinder Agreement, the transactions contemplated hereby or the performance of its obligations under the Trademark Security Agreement or any other Loan Document. This Joinder Agreement has been duly executed and delivered by the Company. This Joinder Agreement, the Trademark Security Agreement and the other Loan Documents each constitutes a legal, valid and binding obligation of the Company enforceable against it in accordance with its respective terms, subject, as to the enforcement of remedies, to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and to general principles of equity.

SECTION 3. Further Assurances. At any time and from time to time, upon the Agent's request and at the sole expense of the Company, the Company will promptly and duly execute and deliver any and all further instruments and documents and take such further action as the Agent reasonably deems necessary to effect the purposes of this Joinder Agreement.

SECTION 4. Binding Effect. This Joinder Agreement shall be binding upon the Company and shall inure to the benefit of the Lenders and their respective successors and assigns.

SECTION 5. Conflict. In the event of a conflict between this Joinder Agreement and the Trademark Security Agreement, the provisions of the Trademark Security Agreement will govern.

SECTION 6. GOVERNING LAW. **THIS JOINDER AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

[NAME OF COMPANY]

By \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A.  
as Agent

By \_\_\_\_\_  
Name:  
Title: